



REC'D TN
REGULATORY AUTH.

BellSouth Telecommunications, Inc.
Suite 2101
333 Commerce Street
Nashville, Tennessee 37201-3300

615 214-6301
Fax 615 214-7406

Guy M. Hicks
General Counsel

'89 AUG 10 AM 10 39

August 10, 1999

CHIEF OF BUREAU
EXECUTIVE SECRETARY

VIA HAND DELIVERY

David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Proceeding for the Purpose of Addressing Competitive Effects of Contract Service Arrangements Filed by BellSouth Telecommunications, Inc. in Tennessee*
Docket No. 98-00559

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of BellSouth Telecommunications, Inc.'s Motion for AT&T to Produce Additional Special Contracts. Copies of the enclosed are being provided to counsel of record for all parties.

Very truly yours,

Guy M. Hicks

GMH:ch
Enclosure

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

REC'D TN
REGULATORY AUTH.

'99 AUG 10 AM 10 34

In Re: *Proceeding for the Purpose of Addressing Competitive Effects of Contract Service Arrangements Filed by BellSouth Telecommunications, Inc. in Tennessee*
Docket No. 98-00559

EXECUTIVE SECRETARY

BellSouth Telecommunications, Inc.'s Tariff to Offer Contract Service Arrangement TN98-6766-00 for Maximum 13% Discount on Eligible Tariffed Services

Docket No. 98-00210

BellSouth Telecommunications, Inc.'s Tariff to Offer Contract Service Arrangement KY98-4958-00 for an 11% Discount on Various Services

Docket No. 98-00244

BELLSOUTH TELECOMMUNICATIONS, INC.'S
MOTION FOR AT&T TO PRODUCE
ADDITIONAL SPECIAL CONTRACTS

BellSouth Telecommunications, Inc. ("BellSouth") moves the Tennessee Regulatory Authority ("Authority") to require AT&T Communications of the South Central States, Inc. ("AT&T") to produce additional special contracts responsive to BellSouth's discovery requests.

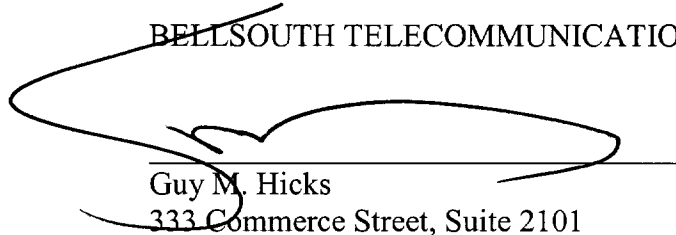
In support of its Motion, BellSouth states as follows:

In response to discovery propounded by BellSouth, AT&T produced copies of certain special contracts to BellSouth. (14. Produce copies of all documents identified in response to these data requests. Response: Copies of AT&T's special contracts are being produced.) See Number 14, AT&T's Revised Responses to BellSouth's First Data Requests, copy attached. Subsequent to the production of these documents, counsel for AT&T informed counsel for BellSouth that additional AT&T special contracts were in existence, and that AT&T's counsel would produce copies of those documents. See attached letter dated July 9, 1999. While BellSouth anticipates that AT&T will produce these additional special contracts consistent with

the parties' agreement, BellSouth is filing this Motion in an abundance of caution because of the deadline set for prehearing motions set forth in the Re-Notice of Prehearing Conference dated August 2, 1999. BellSouth respectfully requests that the Authority require AT&T to produce these additional special contracts no later than Wednesday, August 11, 1999.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

A large, stylized handwritten signature in black ink, appearing to read 'Guy M. Hicks', is written over a horizontal line.

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301

Douglas Lackey
Bennett L. Ross
675 W. Peachtree Street, Suite 4300
Atlanta, Georgia 30375

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee**

In Re: Proceeding for the Purpose of)	
Addressing Competitive Effects of)	
Contract Service Arrangements Filed by)	Docket No. 98-00559
BellSouth Telecommunications, Inc., in)	
Tennessee)	

**AT&T'S REVISED RESPONSES
TO BELL SOUTH'S FIRST DATA REQUESTS**

In accordance with the March 24, and June 1, 1999, orders of the pre-hearing officer in this case, AT&T Communications of the South Central States, Inc. ("AT&T") hereby serves and files its Revised Responses to BellSouth's First Data Requests.

DATA REQUESTS

1. Identify each person participating in the preparation of the answers to these data requests or supplying information used in connection therewith, and explain with particularity each person's relationship, if any, to AT&T.

RESPONSE: Jim Lamoureux is the only person who has participated thus far in the preparation of AT&T's responses and objections to BellSouth's First Data Requests.

2. Do you contend that any BellSouth Contract Service Arrangement is anticompetitive?

RESPONSE: AT&T does not contend at this time that any individual CSA or the terms thereof, in isolation, is anti-competitive. However, AT&T contends, based on the documents produced by BellSouth in discovery in this proceeding, that all

BellSouth CSAs entered into since 1996 are anti-competitive, because they are part of a concerted effort by BellSouth to foreclose the development of local competition in Tennessee. Moreover, term and penalty provisions, as integral parts of the CSAs entered into by BellSouth, have contributed to the use of such CSAs by BellSouth in its effort to foreclose local competition.

3. If the answer to the foregoing request is in the affirmative, for each CSA which you contend is anticompetitive, please:

- (a) identify the CSA by applicable CSA, tariff, or docket number;
- (b) identify the terms, conditions, or provisions of the CSA which you contend are anticompetitive, if any;
- (c) state all facts which support your contention that the CSA or any terms, conditions, or provisions contained therein are anticompetitive; and
- (d) identify all documents which support your contention that the CSA or any terms, conditions, or provisions contained therein are anticompetitive.

RESPONSE: See AT&T's Response to Data Request No. 2, above.

4. Do you contend that any BellSouth Contract Service Arrangement is discriminatory?

RESPONSE: AT&T does not contend at this time that any individual CSA or the terms thereof, in isolation, is unduly discriminatory. However, AT&T contends, based on the documents produced by BellSouth in discovery in this proceeding, that all BellSouth CSAs entered into since 1996 are unduly discriminatory, because they are part of a concerted effort by BellSouth to foreclose the development of local competition in Tennessee. Moreover, term and penalty provisions, as integral parts

of the CSAs entered into by BellSouth, have contributed to the use of such CSAs by BellSouth in its effort to foreclose local competition.

5. If the answer to the foregoing request is in the affirmative, for each CSA which you contend is discriminatory, please:

- (a) identify the CSA by applicable CSA, tariff, or docket number;
- (b) identify the terms, conditions, or provisions of the CSA which you contend are discriminatory, if any;
- (c) state all facts which support your contention that the CSA or any terms, conditions, or provisions contained therein are discriminatory; and
- (d) identify all documents which support your contention that the CSA or any terms, conditions, or provisions contained therein are discriminatory.

RESPONSE: See AT&T's Response to Data Request No. 4, above.

6. Have you entered into any Special Contracts from January 1, 1994 to the present?

RESPONSE: Rule 1220-4-8.0793) does not define "special contracts." However, AT&T interprets the rule to cover contracts with provisions (such as rates or terms) different than tariff provisions for the same service. With that definition, AT&T has entered into special contracts since January 1, 1994.

7. If the answer to the foregoing request is in the affirmative, please identify each such Special Contract, including:

- (a) the effective date of the Special Contract;
- (b) the term of the Special Contract;
- (c) the telecommunications services provided under the Special Contract; and

- (d) the differences in the rates, terms, and conditions for the telecommunications services provided under the Special Contract and the rates, terms, and conditions for those same services as set forth in your approved tariffs in Tennessee.

RESPONSE: The answer to this interrogatory may be ascertained by reviewing AT&T's special contracts, and the burden of doing so is substantially the same for BellSouth as AT&T. Accordingly, pursuant to Tennessee Rule of Civil Procedure 33.03, AT&T is producing the special contracts into which it has entered, from which an answer to this interrogatory may be ascertained.

8. Do any of the Special Contracts you have entered into since January 1, 1994 contain any provisions which require that the person subject to the Special Contract pay termination charges in the event the person cancels service orders prior to installation or terminates the Special Contract before the term of the agreement has expired?

RESPONSE: The answer to this interrogatory may be ascertained by reviewing AT&T's special contracts, and the burden of doing so is substantially the same for BellSouth as AT&T. Accordingly, pursuant to Tennessee Rule of Civil Procedure 33.03, AT&T is producing the special contracts into which it has entered, from which an answer to this interrogatory may be ascertained.

9. If the answer to the foregoing request is affirmative, please:

- (a) identify each such Special Contract; and
- (b) describe any termination charges that would apply under each such Special Contract if the person subject to the Special Contract

cancels a service order prior to installation or terminates the
Special Contract before the term of the agreement has expired.

RESPONSE: The answer to this interrogatory may be ascertained by reviewing AT&T's special contracts, and the burden of doing so is substantially the same for BellSouth as AT&T. Accordingly, pursuant to Tennessee Rule of Civil Procedure 33.03, AT&T is producing the special contracts into which it has entered, from which an answer to this interrogatory may be ascertained.

10. Has any person subject to a Special Contract entered into with you since January 1, 1994 been assessed or paid termination charges for canceling a service order prior to installation or terminating the Special Contract before the term of the agreement has expired?

RESPONSE: AT&T is unaware of any such assessments.

11. If the answer to the foregoing request is in affirmative, please:

- (a) identify the person involved and the Special Contract under which the termination charges were assessed or paid;
- (b) state the amount of termination charges that were assessed or paid; and
- (c) describe with specificity the method by which the termination charges were calculated.

RESPONSE: See AT&T's previous objection to this Data Request.

12. Are the services that you provide under each Special Contract available at the same rate to any person who meets the terms and conditions of the Special Contract?

RESPONSE: Yes, as required by Rule 1220-4-8.07(3).

13. If the answer to the foregoing request is in the affirmative, please:


- (a) describe the criteria you consider, if any, in determining whether a person meets the terms and conditions of the Special Contract;
- (b) identify all documents the refer or relate to the criteria you consider, if any, in determining whether a person meets the terms and conditions of the Special Contract;
- (c) describe the procedures you utilize, if any, in determining whether a person meets the terms and conditions of the Special Contract;
and
- (d) identify al documents that refer or relate to the procedures you utilize, if any, in determining whether a person meets the terms and conditions of the Special Contract.

RESPONSE: The volume of AT&T's special contracts in Tennessee is not substantial, and AT&T has no formal procedures concerning the offering of special contracts to similarly situated customers. Each special contract is negotiated on an individual case basis with each customer, and whether a special contract is offered to a particular customer depends on any number of factors, including revenue and the potential of losing the customer to a competitor. Rule 1220-4-8.07(3) does not require AT&T to identify or locate similarly situated customers or to affirmatively offer special contracts to specially situated customers. However, as required by the rule, upon request, any special contract is made available to any similarly situated customer satisfying the terms and conditions of the special contract who requests such a special contract during the course of negotiations.

14. Produce copies of all documents identified in response to these data requests.

RESPONSE: Copies of AT&T's special contracts are being produced.

Respectfully submitted,



Jim Lamoureux
1200 Peachtree Street, NE
Room 8068
Atlanta, Georgia 30309
(404) 810-4196

Attorney for AT&T Communications of the
South Central States, Inc.

July 6, 1999

CERTIFICATE OF SERVICE

I hereby certify that on July 6, 1999, a copy of the foregoing document was served on the parties of record via US mail, postage paid and properly addressed to the following:

Richard Collier, Esq.
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0500

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Farris, Mathews, et al.
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Nashville, TN 37219

Henry Walker, Esq.
Boult, Cummings, et al.
P. O. Box 198062
Nashville, TN 37219-8062

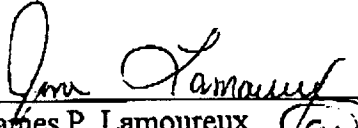

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Telecommunications Resellers Association
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Gig Harbor, WA 98335

Jon Hastings, Esq.
Boult, Cummings, et al.
414 Union St., #1600
Nashville, TN 37219

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Branstetter, Kilgore, et al.
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Nashville, TN 37219

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Atlanta, GA 30339

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James P. Lamoureux 



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Guy M. Hicks
General Counsel

July 9, 1999

VIA FEDERAL EXPRESS

James Lamoureux, Esquire
AT&T
1200 Peachtree St., NE
Atlanta, Georgia 30309

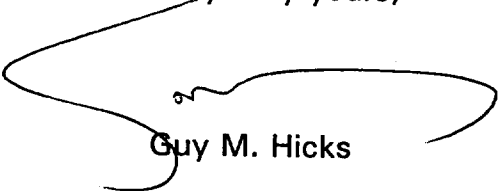
Re: *Proceeding for the Purpose of Addressing Competitive Effects
of Contract Service Arrangements Filed by BellSouth
Telecommunications, Inc. in Tennessee*
Docket No. 98-00559

Dear Jim:

In response to your request, I am providing copies of BellSouth's CSA KY98-495A-00 and CSA TN98-2766-00. I have redacted the customer's name from these documents and they are being provided to you subject to the terms of the protective order entered in this proceeding.

This will also confirm that in response to my question, you stated that the special contract documents attached to your letter of July 6, 1999 to Bennett Ross are the only terms and conditions or contract documents associated with those special contracts subject only to additional terms and conditions which may be set forth in the tariff for the services provided pursuant to those special contracts. You also stated that you would be providing a few additional special contracts as soon as they were made available to you.

Very truly yours,



Guy M. Hicks

GMH/jem

Enclosure

CERTIFICATE OF SERVICE

I hereby certify that on August 10, 1999, a copy of the foregoing document was served on the parties of record, via the method indicated:

☒ Hand
☐ Mail
☐ Facsimile
☐ Overnight

Richard Collier, Esquire
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0500

☒ Hand
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☐ Overnight

Henry Walker, Esquire
Boult, Cummings, et al.
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Nashville, TN 39219-8062

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Charles B. Welch, Esquire
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☐ Overnight

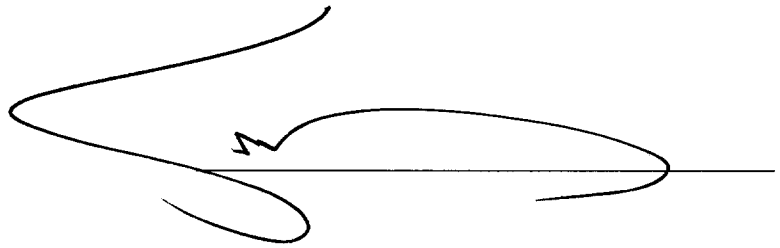
Vance Broemel, Esquire
Consumer Advocate Division
426 5th Avenue, N., 2nd Floor
Nashville, TN 37243

☐ Hand
☒ Mail
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☐ Overnight

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Atlanta, GA 30339

- ☒ Hand
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☐ Facsimile
☐ Overnight

Val Sanford, Esquire
Gullett, Sanford, et al.
230 4th Ave., N., 3rd Fl.
P. O. Box 198888
Nashville, TN 37219-8888

A handwritten signature in black ink, appearing to be 'Val Sanford', is written over a horizontal line. The signature is stylized with a large loop and a small squiggle.